

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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GLACIAL CAPITAL, LLC and TRSE
HOLDINGS, LLC,

Plaintiffs,

v.

BANCO DE LA PROVINCIA DE
BUENOS AIRES,

Defendant.
----- X

Case No.: 24-CV-8156 (DEH)

STIPULATION AND ~~PROPOSED~~ ORDER

WHEREAS, on October 28, 2024, Plaintiffs Glacial Capital, LLC and TRSE Holdings, LLC (together, “Plaintiffs”) filed a Complaint against Defendant Banco de la Provincia de Buenos Aires (“BPBA”) in the above-captioned action (ECF No. 1);

WHEREAS, on October 30, 2024, Plaintiffs filed an affidavit of service asserting that they perfected service on BPBA pursuant to the Foreign Sovereign Immunities Act (“FSIA”), 28 U.S.C. § 1608(b) (ECF No. 9);

WHEREAS, BPBA disputes that service has been perfected under the FSIA;

WHEREAS, on December 4, 2024, the parties filed a stipulation agreeing to a schedule for BPBA to respond to the Complaint in this Action, without waiver of any defenses that may be available to BPBA, including but not limited to defenses of insufficient process and insufficient service of process (ECF No. 20-1);

WHEREAS, the Court so-ordered this stipulation on December 5, 2024 (ECF No. 21);

WHEREAS, BPBA and Plaintiffs agree that it would advance the interests of judicial efficiency to avoid any dispute over the validity of service in this action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties and subject to the approval of the Court, that:

1. The parties deem service of the Complaint to have been made without waiving any jurisdictional defense (personal, subject matter or otherwise) that BPBA may have under the FSIA or otherwise.

2. The schedule for BPBA's response to the Complaint is hereby extended by 45 days as follows:

March 3, 2025	BPBA to file its answer or motion to dismiss Complaint.
April 14, 2025	If BPBA moves to dismiss the Complaint, Plaintiffs to file response to BPBA's motion.
May 8, 2025	BPBA to file reply to Plaintiffs' opposition.

3. Plaintiffs and BPBA further stipulate and agree that this Stipulation is made without waiver of any defenses, other than insufficient process and insufficient service of process, that may be available to BPBA, including but not limited to defenses of lack of subject matter jurisdiction and lack of personal jurisdiction.

Dated: New York, New York
January 13, 2025

/s/ Jason W. Myatt

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Application GRANTED. No further
extensions will be granted absent
compelling circumstances. SO ORDERED.

A handwritten signature in blue ink, appearing to read "Barbara Moses", is written over a horizontal line.

Barbara Moses
United States Magistrate Judge
January 15, 2025